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7 **UNITED STATES DISTRICT COURT**  
8 **WESTERN DISTRICT OF WASHINGTON**  
9 **SEATTLE DIVISION**

10 DELAWARE LIFE INSURANCE  
11 COMPANY,

12 Plaintiff,

13 vs.

14 DAXTON LANG, as Power of Attorney for  
15 ERNEST EDWARD LANG, an individual;  
16 ERNEST EDWARD LANG, an individual;  
17 and EVELYN J. BIEBER, an individual,

18 Defendants.

Case No. 2:22-cv-00952

**DELAWARE LIFE INSURANCE  
COMPANY'S COMPLAINT FOR  
INTERPLEADER RELIEF**

19 COMES NOW Plaintiff DELAWARE LIFE INSURANCE COMPANY ("Delaware  
20 Life"), pursuant to Federal Rule of Civil Procedure Rule 22, and hereby files its Complaint for  
21 Interpleader Relief in this matter against the Defendants, DAXTON LANG, as Power of Attorney  
22 for ERNEST EDWARD LANG, an individual; ERNEST EDWARD LANG, an individual; and  
23 EVELYN J. BIEBER, an individual, and respectfully states as follows:

24 **JURISDICTION AND VENUE**

25 1. This Court has jurisdiction over this matter as Delaware Life is a life insurance  
26 company organized and existing under the laws of the State of Delaware, with its principal place  
of business in Waltham, Massachusetts. 28 U.S.C. § 1332(c)(1) ("a corporation shall be deemed

1 to be a citizen of any state by which it has been incorporated and the state where it has its principal  
2 place of business”).

3 2. Defendant DAXTON LANG, represented in correspondence to Plaintiff to be  
4 serving in the capacity as power of attorney for ERNEST EDWARD LANG, is domiciled in and  
5 a resident of Seattle, Washington, and is a citizen of the State of Washington.

6 3. Defendant ERNEST EDWARD LANG, is domiciled in and a resident of Bothell,  
7 Washington, and is a citizen of the State of Washington.

8 4. Defendant EVELYN J. BIEBER, sister of Decedent Annuitant, Debora Lang, is  
9 domiciled in and a resident of Lakewood, Washington, and is a citizen of the State of Washington.

10 5. Pursuant to Federal Rule of Civil Procedure Rule 22, the stakeholder Delaware Life  
11 and the adverse claimants and potential claimants are of diverse citizenship as defined by 28  
12 U.S.C. § 1332, and the amount in controversy exceeds \$75,000.00. Therefore, this Court has  
13 jurisdiction over this Interpleader action.

14 6. Venue is proper in this District and Division as all Defendants reside in and are, on  
15 information and belief, domiciled in this District and Division.

### 16 **FACTUAL BACKGROUND**

17 7. Delaware Life<sup>1</sup> issued to Decedent Annuitant Debora Lang (“Debora”) a flexible  
18 payment deferred combination variable and fixed individual annuity contract, with combination  
19 Traditional/Roth IRA endorsement, number 32-3205-002055 (“the Annuity Contract”) effective  
20 January 11, 2011. *See* Annuity Contract attached hereto as **Exhibit A**.

21 8. At the time of issuance, Debora named as beneficiary under the Annuity Contract  
22 her husband Defendant ERNEST EDWARD LANG. *See* attached **Exhibit A**

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26 <sup>1</sup> The Annuity Contract was initially issued by Sun Life Assurance Company of Canada (U.S.) (“SLUS”). SLUS became Delaware Life by virtue of the change in control, effective on August 2, 2013. The terms and conditions of the Annuity Contract remained the same.

9. On or about April 30, 2019, Debora submitted a change of beneficiary form dated April 26, 2019 to Delaware Life naming Defendant EVELYN J. BIEBER, Sister as 100% beneficiary. *See* attached **Exhibit B**.

10. Delaware Life accepted and processed the beneficiary change on May 3, 2019.

11. On or about June 14, 2022, Debora died.

12. In correspondence dated June 23, 2022, counsel for Defendant DAXTON LANG, purporting to serve as “power of attorney agent” for Defendant ERNEST EDWARD LANG wrote to Key Investment Services, the servicing agent for Delaware Life on the Annuity Contract, stating that counsel would be filing court documents for appointment of DAXTON LANG as personal representative of the estate of Debora and stating that the Annuity Contract is community property of the Estate of Debora Lang. This letter also stated as follows:

[...] we are writing to inform you that Ernest Edward Lang does not consent to any beneficiary designation other than to himself and that he revokes any prior consent to any beneficiary designation other than to himself, and that he will be invoking his spousal rights to the community property share in the IRA. We respectfully request that Key Investment Services freeze this asset and refrain from distributing the IRA to any beneficiaries (other than the surviving spouse) until the matter has been resolved.

*See* attached **Exhibit C**.

13. On or about July 5, 2022, Delaware Life received claim materials from Evelyn Bieber claiming an elected deferral regarding the Annuity Contract. *See* attached **Exhibit D**.

### **CLAIM FOR INTERPLEADER RELIEF**

14. Based on current and potential conflicting claims of Defendants, Delaware Life seeks to interplead the death benefits currently available under the Annuity Contract following the death of Debora into the Court Registry.

15. Delaware Life claims no title to, or interest in, the proceeds payable under the Annuity Contract at issue and is ready and willing to pay the proceeds to the person or persons entitled to it, but Delaware Life is unable to make a determination as to who is legally entitled to

1 receive the Annuity Contract benefits at issue, and in what amount, without exposing itself to  
2 double or multiple liability from Defendants.

3 16. Delaware Life is ready, willing and hereby offers to deposit immediately with this  
4 Court the death benefits under the Annuity Contract in the approximate current amount of  
5 \$144,000.00.

6 17. Delaware Life specifically reserves its right to seek attorneys' fees and costs for  
7 bringing this interpleader action.

8 WHEREFORE, Delaware Life requests that the Court enter a judgment:

9 A. Directing Delaware Life to deposit the value of death benefits of the Annuity  
10 Contract Number 32-3205-002055, to be determined on as of the date of the Order, into the Court  
11 Registry;

12 B. Directing Defendants to interplead their rights to such sum;

13 C. Prohibiting the Defendants from instituting any action against Delaware Life to  
14 recover such sum;

15 D. Discharging Delaware Life from all liability to each arising out of matters herein  
16 set forth upon payment of the Annuity Contract death benefits, into the Court's Registry; and

17 E. Awarding to Delaware Life its costs and attorneys' fees associated with this action  
18 from the funds it seeks to interplead.

19 Respectfully submitted this 8th day of July, 2022.

20 OGLETREE, DEAKINS, NASH, SMOAK &  
21 STEWART, P.C.

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